

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)**

1. LEASE NUMBER  
GS-05B-17358

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**

**A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 3814 rentable square feet of office space located in The URS Building, 36 East 7<sup>th</sup> Street, Cincinnati, Ohio, for occupancy no later than May 7, 2003, for a term of ten years, five years firm, and five years optional. Rentable space must yield 3402 BOMA Usable Square Feet for use by Tenant for personnel, furnishing, and equipment.

**B. STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

First class office space is required. Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone first class restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in the building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, app. A). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6:30 a.m. to 6:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 90 days after receipt of approved layout drawings.

**2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

- |  |  |  |   |   |
|--|--|--|---|---|
| <input checked="" type="checkbox"/> HEAT                   | <input checked="" type="checkbox"/> TRASH REMOVAL            | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT   | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY            | <input checked="" type="checkbox"/> CHILLED DRINKING WATER   | <input checked="" type="checkbox"/> WINDOW WASHING   | <input checked="" type="checkbox"/> LAMPS, TUBES & BALLASTS |   |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING         | Frequency _____                                      | PAINTING FREQUENCY  |   |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> TOILET SUPPLIES          | <input checked="" type="checkbox"/> CARPET CLEANING  | Space _____   |   |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency _____                                      | Public Areas _____  |   |

3. OTHER REQUIREMENTS  
Special Requirements

**Note: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**

**4. BASIS OF AWARD**

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER OCCUPIABLE SQUARE FOOT, AND WHICH MEETS THE REQUIREMENTS AND SPECIFICATIONS CONTAINED IN THE SOLICITATION. ACCORDING TO THE ANSI/BOMA Z65.1-1996, THE DEFINITION FOR BOMA USABLE OFFICE AREA MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED"
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUTATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - ☐ APPROXIMATELY EQUAL TO PRICE
  - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE (List in descending order, unless stated otherwise)

## PART II - OFFER (To be completed by Offeror/Owner)

## A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)	6. LOCATION(S) IN BUILDING	
URS Center (fka CBLD Building) 36 East Seventh Street Cincinnati, Ohio 45202	a. FLOOR(S) 20 and 26	b. ROOM NUMBER(S) 2025 & 2650
	c. RENTABLE SQ. FT. Rentable 3,814 Usable	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

## B. TERM

To have and to hold, for the term commencing on May 8, 2003 and continuing through May 7, 2013. The Government may terminate this lease at any time on or after May 7, 2008, by giving at least 120 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

## C. RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT \$76,280.00 per year plus increase in the CPI each year	9. MAKE CHECKS PAYABLE TO (Name and address) OFFICE TOWER PARTNERSHIP c/o Belvedere Corporation 441 Vine Street, Suite 500 Cincinnati, Ohio 45202
8. RATE PER MONTH \$6,356.67	
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.) OFFICE TOWER PARTNERSHIP, c/o Belvedere Corporation, 441 Vine Street, Suite 500, Cincinnati, Ohio 45202	
10b. TELEPHONE NUMBER OF OWNER (513) 241-3888	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT Joan M. Hensler-Bittner	13. TITLE OF PERSON SIGNING Vice President
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT (b) (6)	15. DATE 4-29-03
	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. (Date)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) JIM SHARP	17b. SIGNATURE OF CONTRACTING OFFICER (b) (6)	17c. DATE 7.27.03
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Your Offer is hereby accepted. This award consummates the lease which consists of the following: (a) this GSA Form 3626, (b) Representations and Certifications, and (c) the Government's General Clauses, and (d) the following changes and/or additions made or agreed to by you:

18. All parties agree hereto, that all terms and conditions of the Lease as expressly contained herein, represent the total obligations of the Lease and the Government. Any agreements, written or oral, between the Lessor and the Government prior to execution of the Lease are not applicable or binding. This agreement is binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
19. The Contracting Officer represent the General Services Administration as agent with authority to enter into the lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.
20. The Government shall pay the Lessor annual rent of \$76,280.00. The space consists of 3405 total usable square feet; ~~3405~~ total rentable square feet.  
3,814 SJF
21. It is agreed that there will be no extra charge for overtime use of the HVAC.
22. Four parking spaces are included in the square footage rate.

Gov't

(b) (6)

Steven J. Fahrnbach  
V.P.

Witness:

(b) (6)

500 Carew Tower  
441 Vine Street  
Cincinnati, OH. 45202

## REQUIREMENTS

### ADJ. FOR VACANT PREMISES GSAR 552.270-25

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows:

The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

### WINDOWS AND FLOORS

#### WINDOWS (pre-existing)

Office space shall have windows with building standard window coverings in each exterior bay unless waived by the Contracting Officer.

#### FLOORS

Vinyl floor covering or carpeting (office space) shall be provided. Vinyl asbestos floor tile shall not be used for new installation.

#### Carpet: Tile

Where the SFO calls for carpeting, only carpet *tiles* will be allowed. No rolled-down carpet will be accepted. The carpet tiles must meet the following requirements:

Description:	Carpet tiles - 18 inches square
Pile Yarn Content:	Continuous filament branded by one of the following fiber producers: Allied, Dupont, Monsanto, or BASF. Soil hiding nylon or wool/nylon.
Pile Construction:	Level loop, textured loop, level cut pile or level cut/uncut pile.
Pile Weight:	Minimum 26 oz. per square yard.
Secondary Back:	PVC, EVA, Polyurethane, Polyethylene, Bitmen or hard back reinforced with fiberglass.
Total Weight:	Minimum of 130 oz. per square yard.
Carpet Construction:	Minimum 100 tufts per square inch.
Density:	100% nylon, loop and cut pile - 4,000 minimum. Nylon/wool blends - 4,500 minimum.
Gauge:	1/8 inch minimum.
Pile Height:	0.180 minimum to 0.285 maximum.
Flammability:	In all areas except exits, carpet must have a critical radiant flux (CRF) of 0.22 or greater with a specific optical density not over 450. Carpet in exits must have at least a CRF of 0.50. Carpet passing the Consumer Products Safety Commission FFL-70 (Pill Test) is acceptable for office areas. It may also be used in corridors which are protected by automatic sprinklers.
Static Build-up:	Less than 2.5 KV maximum with built-in static dissipation is recommended.

INITIALS: Lessor SJF & Gov't JS

The Lessor is to provide at least five (5) samples for selection by the Contracting Officer.

In addition, to reproduction, file, and storage rooms, resilient flooring shall be used in the specialty rooms listed below:

Please refer to Special Requirements.

#### **PAINTING**

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

The Lessor is to provide at least three (3) color samples for selection by the Contracting Officer.

#### **VINYL WALL COVERING (pre-existing)**

Prior to occupancy, partitioned offices and open space areas will be covered with vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The quality of the finish shall be approved by the Contracting Officer. At least five (5) color samples must be provided to the Contracting Officer for approval.

#### **DRINKING FOUNTAINS (pre-existing)**

The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the Government leases space.

#### **HVAC (pre-existing)**

Heating, Ventilation and air conditioning systems are required which maintain a temperature range of 65-70°F during the heating season and a range of 76-80°F during the cooling season. Temperatures in the zone between 65 and 80°F are permissible as long as heating systems are not operated to maintain temperatures above 70°F, and cooling systems are not operated to achieve temperatures below 76°F. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during hours of operation specified herein.

#### **LIGHTING (pre-existing)**

Modern, diffused, fluorescent fixtures, using no more than 2.0 watts per square foot, with thermally protected ballasts (rapid start) shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot candles at working surface height throughout the space.

#### **UTILITIES**

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate. If the cost of utilities is not included as part of the rental consideration, the offeror must specify which utilities are excluded. The Lessor shall provide separate meters for utilities to be paid directly by the Government.

When the Government is to pay directly for utilities, the Lessor will furnish the Contracting Officer, prior to occupancy by the Government, written verification of the meter numbers and certification that these meters will measure Government usage only. Proration is not permissible.

**MAINTENANCE OF STRUCTURE**

The Lessor shall provide the labor, material, and supervision to adequately maintain the structure, the roof, the exterior walls, windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.

**MECHANICAL, ELECTRICAL, PLUMBING: YEAR 2000 COMPLIANCE (pre-existing)**

The Lessor shall ensure that all computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the Government. The Lessor must verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer.

"Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

"Year 2000 compliant" means computer controlled facility components that accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing ) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

Upon completion of repair/replacement to effect year 2000 compliance, the Lessor shall verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer and advise the Government that such replacement components have been verified as compliant.

**JANITORIAL SERVICES**

Cleaning is to be performed during tenant working hours unless daytime cleaning is specified as a Special Requirement elsewhere in this solicitation.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

Daily

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floor in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

Damp mop all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

Sweep or vacuum stairs.

Weekly

Spray buff all resilient floors in toilets and health units.

Spray buff resilient floors in the secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floor in office space.

INITIALS: Lessor

SJF &amp; Gov't JS

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70" of the floor.

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

Six times a year

Dust wall surfaces within 70" of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

Twice a year

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

Annually

Wash all venetian blinds and dust six months from washing. Vacuum or dust all surfaces in the building of 70" from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

Every two years

Shampoo carpets in all office and other non-public areas.

As required

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

**MODIFICATIONS**

Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (The Contracting Officer or his Representative).

**CHANGE OF INTEREST**

A. If the property housing the leased premises is sold or transferred the following information is required before the Government can acknowledge the Successor in interest and change the Payee for rent or other payments:

- (I) Evidence of the transfer of title (the best evidence is a certified copy of the deed).
- (II) A letter from the Successor-Lessor (Transferee) "assuming, approving, and adopting the Lease and agreeing to be bound by its terms."
- (III) A letter from the prior Lessor (Transferor) waiving all rights under the Lease as against the United States of America, except unpaid rent through a specified date, usually the date of the ownership transfer.
- (IV) The IRS Tax Identification Number for the new owner.

- B. Where leased premises are transferred by death of Lessor, a copy of the letters of administration where there is no will, showing the new Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

**OVERTIME USAGE**

- A. The Government shall have access to the leased space at all times, including the use of elevators, toilets, lights and small business machines without additional payment. If heating or cooling is required by the Government on an overtime basis beyond the above specified hours, they will be furnished by the lessor only when requested in advance by the GSA Director of Facilities or his designee. Costs for personal services, i.e., engineers or maintenance, etc., shall only be included as authorized by GSA.

Lessor will not be paid for any services which are not authorized in advance by the GSA Director of Facilities or his designee. Upon presentation of a properly certified invoice, payment will be made by the Government for services requested and furnished.

INITIALS: Lessor SJF & Gov't JS



**OPERATING COSTS BASE (JUN 1994)**

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square feet.

INITIALS: Lessor SJF & Gov't JS

## SUPPLEMENTAL LEASE REQUIREMENTS FOR SMALL AND TEMPORARY LEASES

### 1. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

### 2. OCCUPIABLE SPACE (JUN 1994)

(a) Occupiable Space is that portion of rentable space that is available for a tenant's personnel, equipment, and furnishings and is the method of measurement for the area for which the Government will evaluate offers.

(b) Occupiable space is determined as follows:

- (1) If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
- (2) If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.
- (3) In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:
  - (i) toilets and lounges,
  - (ii) stairwells,
  - (iii) elevators and escalator shafts,
  - (iv) building equipment and service areas,
  - (v) entrance and elevator lobbies,
  - (vi) stacks and shafts, and
  - (vii) corridors in place or required by local codes and ordinances and/or required by the Government to provide an acceptable level of safety and/or to provide access to all essential building elements. (Corridors deducted to determine occupiable space may or may not be separated by ceiling high partitions).

(c) Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.

### 3. COMMON AREA FACTOR (JUN 1994)

Conversion factor(s) which may be applied by building owners to usable square footage to determine the rentable square footage.

### 4. UNIT COST FOR ADJUSTMENTS

(a) Several paragraphs in this package specify means for determining quantities of items such as electrical outlets and partitions. These are Government projections to assist the offeror in developing an annual price for the space offered. Actual quantities may not be determined until after the lease is awarded and the space layout completed. When the Government layout departs from the projection, the Lessor will be paid for the actual quantity provided if the total number of items varies more than 15 percent above or below the estimated quantity. GSA will

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SUPPLEMENTAL LEASE REQUIREMENTS  
Page 1 (REV. 7/94)

make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified.

- (b) Offerors are required to state unit prices for the following items that are checked. Prices shall be quoted as fully installed and finished, in the blanks below. This Attachment is a part of the offer.

_____	The price per floor mounted duplex electrical outlet	\$ _____	N/A
_____	The price per wall mounted duplex electrical outlet	\$ _____	
_____	The price per floor mounted fourplex (double duplex) electrical outlet	\$ _____	
_____	The price per wall mounted fourplex (double duplex) electrical outlet	\$ _____	
_____	The price per floor mounted dedicated electrical outlet	\$ _____	
_____	The price per wall mounted dedicated electrical outlet	\$ _____	
_____	The price per floor mounted telephone outlet	\$ _____	
_____	The price per wall mounted telephone outlet	\$ _____	
_____	The price per floor mounted data outlet	\$ _____	
_____	The price per wall mounted data outlet	\$ _____	
_____	The price per interior door	\$ _____	
_____	The price per linear foot of office subdividing ceiling-high partitioning	\$ _____	
_____	The price per linear foot of office subdividing slab-to-slab partitioning	\$ _____	
_____	The price per base feed - electrical (for systems furniture)	\$ _____	
_____	The price per base feed - telephone/data (for systems furniture)	\$ _____	
_____	The price per hour for overtime HVAC	\$ _____	

- (c) And other items listed below:

5. ALTERATIONS DURING LEASE TERM (\$25,000 OR LESS PER PROJECT)

- (a) The unit prices which the offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations of \$25,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552 232-71 Prompt Payment" and "GSAR 552 232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the contracting officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the contracting officer. The contracting officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

6. DOORS: EXTERIOR

Exterior doors shall be weather tight, equipped with automatic door closers and open outward. All doors leading to leased space must be equipped with 5 pin tumbler locks and door checks. All locks must be master keyed. The Government shall be furnished at least two master keys and two keys for each lock.

INITIALS. Lessor

SGF & Govt. JS

### GENERAL CLAUSES (Simplified Leases)

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.


5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available or the full text may be found on the Internet at <http://w3.gsa.gov/web/p/standcla.nsf/Standard+Clauses+&+Provisions?openview>.

6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990)
GSAR 552-203-73	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990) (Applicable to leases over \$100,000.)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995) (Applicable to leases over \$500,000.)
FAR 52.222-24	PREAWARD EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984) (Applicable to leases over \$1 million.)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 1984) (Applicable to leases over \$10,000.)
FAR 52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (Applicable to leases over \$10,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984) (Applicable to leases over \$2,500.)

INITIALS:

  
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FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND  
VETERANS OF THE VIETNAM ERA (JAN 1988) (Applicable to leases over  
\$10,000.)

FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

GSAR 552.232-71 PROMPT PAYMENT (APR 1989)

GSAR 552.232-73 ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1992) (Variation)

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~~FAR 52.233-1 DISPUTES (OCT 1995)~~

*THE FOLLOWING APPLY WHEN COST OR PRICING DATA IS SUBMITTED:*

FAR 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA  
(JAN 1991) (Applicable when cost or pricing data is required for work or  
services exceeding \$500,000.)

FAR 52.215-24 SUBCONTRACTOR COST OR PRICING DATA (OCT 1995) (Applicable  
when the clause 52.215-22 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:

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GOVERNMENT

**REPRESENTATIONS AND CERTIFICATIONS (Short Form)**  
(Simplified Acquisition of Leasehold Interests in Real Property for  
Leases Up to \$100,000 Annual Rent)

Solicitation Number  
GS-05B-17358

Dated

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (SEP 2001)

- (a) The offeror represents that it ☒ is, ☐ is not a small business concern. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (b) The offeror represents that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (c) The offeror represents that it ☐ is, ☒ is not a women-owned small business concern as defined in 48 CFR 52.219-1.
- (d) The offeror represents that it ☐ is, ☒ is not a veteran-owned small business concern as defined in 48 CFR 52.219-1.
- (e) The offeror represents that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern as defined in 38 U.S.C. 101(2), 38 U.S.C. 101(16), and 48 CFR 52.219-1.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases which exceed \$10,000.)

The Offeror represents that --

- (a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☒ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases which exceed \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that --

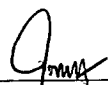
- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

INITIALS:

  
LESSOR

&

  
GOVERNMENT

Jun-12-2003 09:10am From-GSA

+312886

T-095 P.004/004 F-905

Lease Number GS-05B-17358

## 7. DOORS: INTERIOR

Doors must have a minimum opening of 36 inches by 80 inches. Lessor shall provide and install N/A door.8. PARTITIONS N/ALessor shall construct N/A linear feet of finished and (painted) / (vinyl covered) ceiling-high partitions, which includes interior doors. These partitions shall have low sound transmission, low flamespread, and low smoke development properties. Demolition of existing improvements necessary to satisfy the Government's layout shall be done at the Lessor's expense.

## 9. ELECTRICAL, TELEPHONE, AND DATA OUTLETS

(a) The Lessor shall provide approximately N/A electrical outlets. Electrical outlets serving workstations shall be installed on the basis of four (4) outlets per 20 amp circuit. Convenience outlets serving aisles, conference rooms, or other common areas shall be installed on the basis of eight (8) outlets per 20 amp circuit.(b) The Lessor shall provide approximately N/A telephone outlets. The Lessor shall provide approximately N/A data outlets in support of computer wiring for a Local Area Network. The Government reserves the right to install its own telecommunication (voice and data) service in the space to be leased. The Government may contract at its discretion with another party to have inside wiring and telephone and data equipment installed, or use wiring services provided by the Lessor, if these are available. In any case, the Lessor shall provide the necessary infrastructure for installation of telecommunications wiring, including the vertical risers (if appropriate), wire closets, and/or related distribution panels, as well as a means of horizontal cable distribution such as described in subparagraph c, below. ( 0 percent wall outlets, percent floor outlets)

(c) The Lessor shall provide a means of distribution (conduit, ducts, raised access floor, cable trays, etc.) from telephone equipment rooms to the workstation area as required in order to allow all wiring to be safely concealed.

## 10. TELEPHONE, DATA, AND ELECTRICAL SYSTEMS FURNITURE

(Applies if the Government will install systems furniture.)

The Lessor shall provide separate telephone, data, and electrical junction boxes for the hard wiring or base feed connections to Government-provided systems or modular furniture. (Raceways throughout furniture panels distribute the telephone, data, and electrical cable.) The Lessor shall provide all electrical service wiring, and shall install the Government-provided wiring harness that connects to the furniture raceway. The furniture vendor will complete the final connection to the furniture. Electrical outlets serving workstations shall be installed on the basis of four (4) outlets per 20 amp circuit. Each system/modular workstation shall contain N/A telephone outlets, N/A data outlets, and N/A electrical outlets.

## 11. OCCUPANCY

The Lessor shall complete all alterations within N/A days after receipt of approved layout drawings.

## 12. AS-BUILT FLOOR PLANS

Within N/A days after occupancy, one-eighth inch as-built floor plans showing the space under lease must be provided to the Contracting Officer.

INITIALS: Lessor

SJK &amp; Govt JIS

SUPPLEMENTAL LEASE REQUIREMENTS  
Page 3 (REV. 7/94)

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- \* TIN: (b) (4)
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- \* Sole proprietorship;
- \* Partnership;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \* Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_

(f) Common Parent.

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

6. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) OFFICE TOWER PARTNERSHIP By: Belvedere Corporation 441 Vine Street, Suite 500 Cincinnati, Ohio 45202  (b) (6) Signature	Telephone Number (513) 241-3888  4-29-03 Date
--	--	---

INITIALS: James & JS  
LESSOR GOVERNMENT



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 01

TO LEASE NO.

GS-05B-17358

ADDRESS OF PREMISES

CBLD BUILDING  
36 EAST SEVENTH STREET  
CINCINNATI, OH 45202

THIS AGREEMENT, made and entered into this date by and between

whose address is URS TOWER, LLC  
C/O BELVEDERE CORPORATION  
441 VINE STREET SUITE 500  
CINCINNATI, OH 45202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective November 9, 2004, as follows:

Former Lessor: OFFICE TOWER PARTNERSHIP  
BELVEDERE CORPORATION  
441 VINE STREET SUITE 500  
CINCINNATI, OH 45202

New Lessor: URS TOWER, LLC  
& Payee C/O BELVEDERE CORPORATION  
411 VINE STREET SUITE 500  
CINCINNATI, OH 45202

TIN: (b) (4)

The Lessor assumes, approves, adopts and agrees to be bound by the terms of the lease.  
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR MRI ASSET MANAGEMENT, LLC

BY

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

JIM SHARP

(Signature)

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO. 02

DATE

06.15.06

TO LEASE NO.  
GS-05B-17358

ADDRESS OF PREMISES    CBLD Building  
36 East Seventh Street  
Cincinnati, Ohio 45202

THIS AGREEMENT, made and entered into this date by and between

whose address is        URS Tower, LLC  
c/o Belvedere Corporation  
411 Vine Street suite 500  
Cincinnati, Ohio 45202

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective March 29, 2006, as follows:

Supplemental Lease Agreement number 02 is hereby issued to establish the escalation rate base and the Government percentage of occupancy.

According the following paragraphs are hereby amended to read as follows:

The operating base rate has been established as \$(b)(4) per rental square foot and the base year shall be May 8, 2005.

It is agreed that the Government percentage of occupancy is 2.00%.

The above corrections are the result of the Government Data Accuracy Review fy2005.

All other terms and conditions of the lease shall remain in force and effect.

This SLA consists of 1 page.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR URS TOWER LLC

By: (b)(6)

BY

IN PRESE

(Signature)

Prasanna  
(Title)

c/o Belvedere Corporation  
500 Carew Tower  
441 Vine Street  
Cincinnati, Ohio 45202

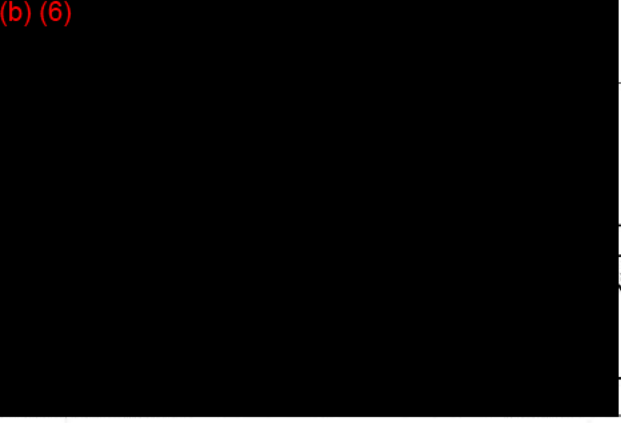
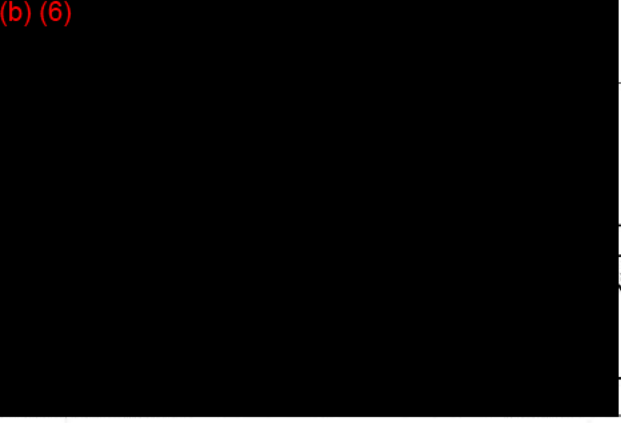
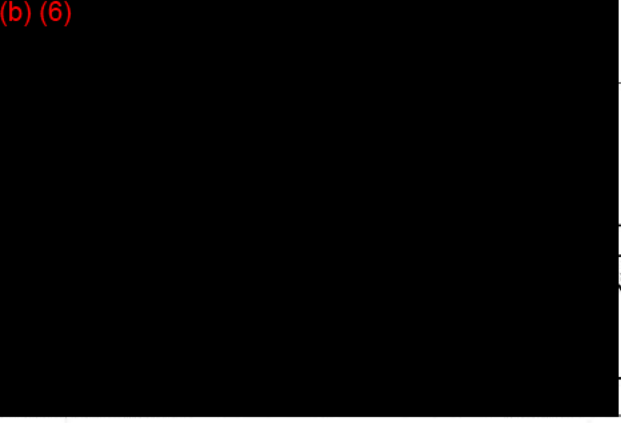



(Address)

(b)(6) UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY MELISSA MCKENNA

(Signature)

Contracting Officer  
(Official Title)

REAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 03	DATE 1/17/07		
ADDRESS OF PREMISES      CBLD Building 36 East Seventh Street Cincinnati, Ohio 45202		TO LEASE NO: GS-05B-17358			
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="margin-left: 150px;">             URS Tower, LLC              c/o Belvedere Corporation              411 Vine Street              Suite 500              Cincinnati, Ohio 45202           </p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:          WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, <u>November 15, 2006</u> as follows:</p> <p>Supplemental Lease Agreement (SLA) No. 03 is hereby issued to correct the escalation rate base year.</p> <p>Accordingly the following paragraph is hereby amended to read as follows:</p> <p>Supplemental Lease Agreement #2 is void and replaced with the following:</p> <p>The operating base rate has been confirmed as \$ (b) (4) per rental square foot and the base year is May 8, 2003 per our Data Accuracy Review fy2006.</p> <p>It is also established that there are no stepped rents only CPI escalations.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>This SLA consists of 1 page.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           LESSOR: URS TOWER, LLC            BY  </td> <td style="width: 50%; vertical-align: top;">           President            (Title)            127 West 25th Street, 7th Floor            New York, NY 10001            (Address)         </td> </tr> </table>				LESSOR: URS TOWER, LLC BY 	President (Title) 127 West 25th Street, 7th Floor New York, NY 10001 (Address)
LESSOR: URS TOWER, LLC BY 	President (Title) 127 West 25th Street, 7th Floor New York, NY 10001 (Address)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">           UNITED STATES OF AMERICA            BY MELISSA  </td> <td style="width: 50%; vertical-align: top;">           ADMINISTRATION            Contracting Officer         </td> </tr> </table>				UNITED STATES OF AMERICA BY MELISSA 	ADMINISTRATION Contracting Officer
UNITED STATES OF AMERICA BY MELISSA 	ADMINISTRATION Contracting Officer				



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4 TO LEASE NO. GS-05B-17358
LEASE AMENDMENT	
ADDRESS OF PREMISES CBLD BUILDING 36 EAST SEVENTH STREET CINCINNATI, OHIO 45202 - 4434 <i>AL</i>	

THIS AGREEMENT, made and entered into this date by and between

whose address is: URS TOWER, LLC  
C/O BELVEDERE CORPORATION  
411 VINE STREET  
SUITE 500  
CINCINNATI, OHIO 45202 - 2806 *ATC*

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend Lease term by one (1) year or twelve (12) months

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 02/04/2013 as follows:

1. B. TERM To have and to hold, the term commencing on May 8, 2003 and continuing through May 7, 2014. The Government may terminate this lease at any time on or after May 7, 2014, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. All other terms and conditions of the lease shall remain in force and effect.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: URS TOWER, LLC

FOR THE GOVERNMENT:

Signature: *(b) (6)*

Name: *(b) (6)*

Title: *Member*

Entity Name: *URS Tower, LLC*

Date: *Feb 7/13*

Name: *Lease Contracting Officer Tina Church*

Title: *Lease Contracting Officer*

GSA, Public Buildings Service, *SPC5*

Date: *3/4/13*

WITNESSED FOR THE LESSOR BY:

Signature: *(b) (6)*

Name: *Wendy Katak*

Title: *member*

Date: *Feb 7/13*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4 TO LEASE NO. GS-05B-17358
LEASE AMENDMENT	
ADDRESS OF PREMISES CBLD BUILDING 36 EAST SEVENTH STREET CINCINNATI, OHIO 45202-4434 <i>AL</i>	

THIS AGREEMENT, made and entered into this date by and between

whose address is: URS TOWER, LLC  
C/O BELVEDERE CORPORATION  
411 VINE STREET  
SUITE 500  
CINCINNATI, OHIO 45202-2700 *AL*

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend Lease term by one (1) year or twelve (12) months

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 02/04/2013 as follows:

1. B. TERM To have and to hold, the term commencing on May 8, 2003 and continuing through May 7, 2014. The Government may terminate this lease at any time on or after May 7, 2014, by giving ~~at least 60 days~~ <sup>zero (0) days</sup> notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. All other terms and conditions of the lease shall remain in force and effect. *AL*

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: URS TOWER, LLC

FOR THE GOVERNMENT:

(b) (6)  
Signature: \_\_\_\_\_  
Name: *URS TOWER, LLC*  
Title: *Member*  
Entity Name: \_\_\_\_\_  
Date: *Feb 7/13*

Name: *Lease Contract Officer Tina Chandel*  
Title: *Lease Contracting Officer*  
GSA, Public Buildings Service, *SPC5*  
Date: *3/4/13*

WITNESSED FOR THE LESSOR BY:

(b) (6)  
Signature: \_\_\_\_\_  
Name: *URS TOWER, LLC*  
Title: *Member*  
Date: *Feb 7/13*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No 4 TO LEASE NO. GS-05B-17355
LEASE AMENDMENT	
ADDRESS OF PREMISES CBLD BUILDING 36 EAST SEVENTH STREET CINCINNATI, OHIO 45202 - 4434 <i>CLC</i>	

THIS AGREEMENT, made and entered into this date by and between

URS TOWER, LLC  
whose address is: 441 Vine Street  
CINCINNATI, OHIO 45202 - 2800 *CLC*

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease to extend Lease term by one (1) year or twelve (12) months

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 02/04/2013 as follows:

1. 8. TERM To have and to hold, the term commencing on May 8, 2003 and continuing through May 7, 2014. The Government may terminate this lease at any time on or after May 7, 2014, by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. All other terms and conditions of the lease shall remain in force and effect.

This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date

FOR THE LESSOR: URS TOWER, LLC

FOR THE GOVERNMENT:

Signature: *[Signature]*  
Name: *[Name]*  
Title: *[Title]*  
Entity Name: *[Entity Name]*  
Date: *[Date]*

Name: *[Name]*  
Title: *[Title]*  
GSA, Public Buildings Service, *[Signature]*  
Date: *[Date]*

WITNESSED FOR THE LESSOR BY: *[Signature]*

Signature: *[Signature]*  
Name: *[Name]*  
Title: *[Title]*  
Date: *[Date]*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 5  TO LEASE NO. GS-05B-17358
ADDRESS OF PREMISES URS Tower 36 E 7 <sup>th</sup> St. Cincinnati, OH 45202-4434	PDN Number:

THIS AGREEMENT, made and entered into this date by and between URS Tower, LLC  
whose address is: 441 Vine Street  
Cincinnati, OH 45202-2821

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 13, 2014 as follows:

- Lease Amendment No. 5 is issued to reflect a change of payee thereby modifying the Lessor/Payee information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The Lessor assumes, approved, adopts, and agrees to be bound by all the terms of the Lease.

FORMER PAYEE: URS Tower, LLC  
441 Vine Street  
C/O Belvedere Corporation  
Cincinnati, OH 45202-4434  
(b) (4)  
PHONE NUMBER: 513-534-5378

CURRENT PAYEE: URS TOWER, LLC  
Mr. Paul Plattner, Receiver  
Colliers International  
425 Walnut Street Ste 1200  
Cincinnati, OH 45202  
(b) (4)  
PHONE NUMBER: 513-534-5378

This Lease Amendment contains [7] pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

(b) (6)  
Signature: \_\_\_\_\_  
Name: Paul M. Plattner  
Title: Receiver  
Entity Name: URS Tower LLC  
Date: 5/20/14

(b) (6)  
Signature: \_\_\_\_\_  
Name: Lairice Lacy  
Title: Lease Contracting Office  
Entity Name: GSA, Public Buildings Service  
Date: MAY 20 2014

WITNESSED FOR THE LESSOR BY:

(b) (6)  
Signature: \_\_\_\_\_  
Name: Becky Ober  
Title: Sr. Property Mgr  
Date: 5/20/14



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 6
LEASE AMENDMENT		TO LEASE NO. GS-05B-17358
ADDRESS OF PREMISES 36 EAST SEVENTH STREET, CINCINNATI, OHIO 45202-4434		PDA NUMBER: N/A

THIS AMENDMENT is made and entered into between

URS TOWER, LLC  
whose address is: c/o BELVEDERE CORPORATION  
441 VINE STREET  
CINCINNATI, OHIO 45202-2806

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 8, 2014 as follows:

The purpose of this Lease Amendment Number Six (6) is to extend the term and to VOID Lease Amendment Number Five (5).

LEASE AMENDMENT NUMBER FIVE (5) IS VOID.

Form 3626, PART II, B. TERM is deleted in its entirety and replaced with the following:

"To have and to hold, for the term commencing on May 8<sup>th</sup>, 2003 and continuing through November 30<sup>th</sup>, 2014. The Government may terminate this lease at any time on or after November 30<sup>th</sup>, 2014 by giving at least zero (0) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed with the day after the date of mailing."

This Lease Amendment contains two (1) pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

(b) (6)  
Signature: [Redacted]  
Name: DAN M. KATZMAN  
Title: Contract Admin Director  
Entity Name: URS Tower LLC  
Date: 6/5/14

Name: Christopher B. Bolognino  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 09-18-2014

WITNESSED FOR THE LESSOR BY:

(b) (6)  
Signature: [Redacted]  
Name: [Redacted]  
Title: Sr. Admin Mgr.  
Date: 6/6/14



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 7
LEASE AMENDMENT	TO LEASE NO. GS-05B-17358
ADDRESS OF PREMISES URS Tower 36 E 7th St. Cincinnati, OH 45202-4434	PDN Number:

THIS AGREEMENT, made and entered into this date by and between JPMCC 2004-CIBC10 7TH STREET OFFICE, LLC whose address is: 1601 Washington Ave Suite 700  
Miami Beach, FL 33139-3165 *[Signature]*

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 29, 2014 as follows:

- Lease Amendment No. 7 is issued to reflect a change of ownership thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The Lessor assumes, approved, adopts, and agrees to be bound by all the terms of the Lease.

FORMER LESSOR: URS Tower, LLC  
C/O Belvedere Corporation  
441 Vine Street, SE 1400  
Cincinnati, OH 45202-2821  
PHONE NUMBER: 513-534-5378 *[Signature]*

CURRENT LESSOR/PAYEE: JPMCC 2004-CIBC10 7TH Street Office, LLC  
1601 Washington Ave Ste 700  
Miami, FL 33139-3165  
*Miami Beach*  
*[Signature]*  
PHONE NUMBER: 513-587-6691

This Lease Amendment contains {1} pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: JPMCC 2004-CIBC10 7TH STREET OFFICE, LLC, an Ohio limited liability company  
By: LNR Partners, LLC, a Florida limited liability company, its manager  
Signature: *[Signature]*  
Name: *(b) (6)*  
Title: *(b) (6)*  
Entity Name: *(b) (6)*  
Date: *(b) (6)*  
By: Rodolfo S. Louredo  
Title: Vice President

FOR THE GOVERNMENT: *[Signature]*  
Signature: *(b) (6)*  
Name: *(b) (6)*  
Title: *(b) (6)*  
Entity Name: *(b) (6)*  
Date: *(b) (6)*

WITNESSED FOR THE LESSOR BY:

*(b) (6)*  
Signature: *[Signature]*  
Name: *SENIOR MANAGER*  
Title: *SENIOR MANAGER*  
Date: *1/25/15*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No 8  TO LEASE NO. GS-05B-17358
ADDRESS OF PREMISES 36 EAST SEVENTH STREET, CINCINNATI, OHIO 45202-4434	PDA NUMBER: N/A

THIS AMENDMENT is made and entered into between

JPMCC 2004-CIBC10 7<sup>th</sup> Street Office, LLC  
whose address is: 1601 Washington Avenue  
Suite 700  
Miami Beach, FL 33139-3169

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 1, 2014 as follows:

The purpose of this Lease Amendment Number Eight (8) is to extend the term one year.

Form 3626, PART II, B. TERM is deleted in its entirety and replaced with the following:

"To have and to hold, for the term commencing on May 8<sup>th</sup>, 2003 and continuing through November 30<sup>th</sup>, 2015. The Government may terminate this lease at any time on or after November 30<sup>th</sup>, 2015 by giving at least zero (0) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed with the day after the date of mailing."

This Lease Amendment contains two (1) pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: OWNER:  
JPMCC 2004-CIBC10 7TH STREET OFFICE,  
LLC, an Ohio limited liability company  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
By: LNR Partners, LLC, a Florida limited  
(b) (6)  
Rodolfo S. Lourido  
Title: Vice President

FOR THE GOVERNMENT:  
(b) (6)  
Signature: \_\_\_\_\_  
Name: Christopher Bortolillo  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 3-17-2015

WITNESSED BY: (b) (6)  
Signature: \_\_\_\_\_  
Name: SEAN S. MCGRAW  
Title: SOURCE ANALYST  
Date: 3/12/15

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 9</b>  <b>TO LEASE NO. GS-05B-17358</b>
<b>ADDRESS OF PREMISES</b> 36 EAST SEVENTH STREET, CINCINNATI, OHIO 45202-4434	<b>PDA NUMBER: N/A</b>

**THIS AMENDMENT** is made and entered into between

JPMCC 2004-CIBC10 7<sup>th</sup> Street Office, LLC  
 whose address is: 1601 Washington Avenue  
 Suite 700  
 Miami Beach, FL 33139-3165

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 1, 2015 as follows:

The purpose of this Lease Amendment Number Eight (9) is to extend the term by 24 months with 9 months firm and keep the current rental rate. The Lessor shall also have the ability to move the office into like for the like space with the full cost of the move to be incurred by the Lessor.

**Form 3626, PART II, B. TERM is deleted in its entirety and replaced with the following:**

"To have and to hold, for the term commencing on May 8<sup>th</sup>, 2003 and continuing through November 30<sup>th</sup>, 2017. The Government may terminate this lease at any time on or after September 1, 2016 by giving at least ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed as indicated by the Government.

The Lessor shall also have the ability to move the Government's suite to space within the building that is like for like upon review and approval of GSA's Fire Protection and Life Safety Branch. Buildout for the new suite must be like for like with costs for buildout and the move being incurred by the Lessor."

This Lease Amendment contains one (1) pages.


All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

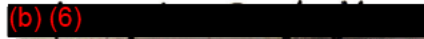
"LANDLORD"

JPMCC 2004-CIBC10 7<sup>TH</sup> STREET OFFICE, LLC, an  
 Ohio limited liability company


By: LNR PARTNERS, LLC, a Florida limited liability  
 company, its Manager

By:   
 Name: ROBERTO S. BARRERA  
 Title: Vice President

**FOR THE GOVERNMENT:**

Signature:   
 Name: Christopher Bonfiglio  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 11/27/2015

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Crystal N. Wilson  
 Title: Associate  
 Date: 11/24/2015



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 10  TO LEASE NO. GS-05B-17358
ADDRESS OF PREMISES 36 E. 7 <sup>th</sup> Street Cincinnati, OH 45202-4434	

THIS AGREEMENT, made and entered into this date by and between

whose address is: 36 E Seventh LLC  
2135 Dana Avenue, Suite 200  
Cincinnati, OH 45207-1327

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, the parties hereto desire to effect a change of ownership.

WHEREAS, subsequent payments to the Former Lessor will continue until such time a Lease Contracting Officer executes this lease amendment effecting a change to the new owner/payee identified in this Lease Amendment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective the first day of the month following date of signature of Government as follows:

- Lease Amendment No. 10 is issued to reflect a change of ownership thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The New Lessor assumes, approves, adopts and agrees to be bound by all the terms of the Lease.

FORMER LESSOR/PAYEE  
JPMCC 2004-CIBC10 7<sup>th</sup> Street Office, LLC  
1601 Washington Avenue, Suite 700  
Miami Beach, Florida 33139-3165

NEW LESSOR/PAYEE  
36 E Seventh LLC  
2135 Dana Avenue, Suite 200  
Cincinnati, OH 45207-1327  
(b) (4)  
Phone Number: 513-699-2276

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [SEE ATTACHED]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: 36 E Seventh LLC  
Date: 1/27/17

FOR THE GOVERNMENT:

Signature: (b) (6)  
Name: Latrice D. Lacy  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Real Estate Division  
Date: 1-FEBRUARY-2017

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)  
Name: Gregory L. Clark  
Title: General Counsel  
Date: 1/27/17

**NEW LESSOR:**

**36 E SEVENTH LLC**, an Ohio  
limited liability company

By: Neyer Properties Fund Management IV LLC, a  
Delaware limited liability company

Its: Manager

By: DN Property Investments, LLC, an Ohio  
limited liability company

Its: Manager

By: Neyer Properties Management, LLC, an  
Ohio limited liability company

Its: Manager

(b) (6)

By:

Name: Daniel A. Neyer

Its: Manager

*ADD 2-1-17*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 11  TO LEASE NO. GS-05B-17358
ADDRESS OF PREMISES 36 EAST SEVENTH STREET, CINCINNATI, OHIO 45202-4434	PDA NUMBER: N/A

THIS AMENDMENT is made and entered into between: 36 E Seventh, LLC

whose address is: 2135 DANA AVE STE 200  
CINCINNATI, OH, 45207-1327

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease in order to 1) extend the terms of the lease to 3 years, 1 year firm, 2) establish the rental rate of the extension 3) reduce square feet associated within the lease by giving up the suite located on the 26<sup>th</sup> floor and keeping the suite on the 20<sup>th</sup> floor and 4) to reduce the number of parking spaces in the lease to 1 parking space.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 1, 2017 as follows:

FORM 3626, PART II, B. TERM IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

"To have and to hold, for the term commencing on May 8<sup>th</sup>, 2003 and continuing through November 30<sup>th</sup>, 2020. The Government may terminate this lease, in whole or in part, at any time on or after December 1, 2018 by giving at least ninety (90) day notice to the Lessor. No rental shall accrue after the effective date of termination."

PARAGRAPH 20 TO THE ATTACHMENT OF FORM 3626, IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

"20. The space consists of 1839 usable square feet and 2060 rentable square feet. The Government shall pay the Lessor at a fully serviced rental rate of:

December 1, 2017 – November 30, 2018: \$22.75/RSF  
December 1, 2018 – November 30, 2019: \$23.44/RSF  
December 1, 2019 – November 30, 2020: \$24.15/RSF"

This Lease Amendment contains two (2) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Entity Name:

Date:

(b) (6)

Daniel A. Neve  
President / CEO  
36 E Seventh, LLC  
12/13/2017

Name:

Title:

Entity:

Date:

David Rauen  
Lease Contracting Officer,  
GSA, Public Buildings Service  
12/19/17

WITNESSED FOR THE LESSOR BY:

(b) (6)

Signature:

Name:

Title:

Date:

Wendy MacLean  
Office Administrator  
12/13/2017

PARAGRAPH 22 TO THE ATTACHMENT OF FORM 3626, IS DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

"One (1) parking space is included in the in fully-serviced rental rate."

INITIALS: DN & ER  
LESSOR GOV'T